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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Spa Health Consultants, Inc.
21-21 Broadway
Fairlawn, NJ 07410

- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):

Name: Mark Nutritionals, Inc.
Address: 4234 Thousand Oaks
San Antonio, Texas 78217

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Texas
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(s) attached: Yes No

OPR/FINANCE
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3. Nature of conveyance

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Effective Date: February 28, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,013,742

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James E. Rosini, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 11-0600

04/25/2000 TTON11 00000148 110600 2013742
01 FC:4B1 40.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jean E. Pelkowski
Name of Person Signing

Signature

3/17/00
Date

Total number of pages comprising cover sheet.

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") from SPA HEALTH CONSULTANTS, INC., a corporation organized under the laws of the State of New Jersey, having a principal place of business at 21-21 Broadway, Fairlawn, New Jersey 07410, Tel. No.: _____ : Fax No.: _____ ("Assignor") to MARK NUTRITIONALS, INC., a corporation organized under the laws of the State of Texas, having a principal place of business at 4234 Thousand Oaks, San Antonio, Texas 78217, Tel No.:(210) 357-2779; Fax No.:(210) 657-1077 ("Assignee"), is effective as of the date last written below.

WHEREAS, Assignor owns all right, title and interest in and to (i) United States Trademark Registration No. 2,013,742 for the mark "BODY SOLUTIONS & Design" in connection with a "line of holistic dietary supplements"; (ii) the common law rights relating to the "BODY SOLUTIONS & Design" mark for various goods and services including, without limitation, certain dietary and nutritional products since at least as early as July, 1990; and (iii) the goodwill symbolized by the "BODY SOLUTIONS & Design" mark in connection with the above goods and services ((i), (ii) and (iii) are hereinafter collectively referred to as the "Mark"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Mark.

NOW, THEREFORE, to all whom it may concern, be it known that in exchange for good and valuable consideration in the amount of Twenty Thousand Dollars (\$20,000 U.S.), the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer, convey and bequeath unto Assignee its entire right, title and interest in and to the Mark, together with the right to recover for the past, present and future infringements thereof. Assignor intends to forever relinquish all right, title and interest in and to the Mark.

Assignor represents, warrants and covenants, to the best of Assignor's knowledge, that: (i) Assignor is the sole legal and equitable owner of all right, title and interest in and to the Mark and has full right, power and authority to enter into this Assignment and to convey the Mark to Assignee; (ii) U.S. Trademark Registration No. 2,013,742 and any and all common law rights relating to the mark are valid, subsisting, and in full force and effect; (iii) Assignor has never granted and will not in the future grant any rights to any third parties that would violate, conflict with or be inconsistent with any term or provision of this Assignment; (iv) to the best of Assignor's knowledge, neither the Mark, nor Assignee's use thereof, violates any rights of any kind or nature whatsoever of any third party, including without limitation any copyright rights, trademark rights, trade dress rights, rights of publicity or rights of privacy; (v) the Mark has been used continuously on and in connection with the goods and services described above since at least as early as July, 1990; (vi) the Mark has not been abandoned; (vii) the Mark is free and clear of all security interests, liens, claims and encumbrances of any kind and nature, and the rights in the

Mark are fully assignable to any person or entity, without payment to or consent of any other person or entity, or other condition or restriction; and (viii) there exist no outstanding licenses, sublicenses or permissions granted by Assignor (or its designees, predecessors or affiliates) to use the Mark.

Assignor agrees not to adopt, use and/or file to register any mark for "BODY SOLUTIONS" (whether as one word or two, in block form, stylized, in connection with a logo design, or in conjunction with any other confusingly similar mark). Upon execution of this Agreement, Assignor shall immediately take all reasonable actions necessary to ensure that the mark "BODY SOLUTIONS" (whether as one word or two, in block form, stylized, or in connection with a logo design) is not used in commerce by Assignor or any of its parents, subsidiaries, affiliates or agents in connection with dietary and/or nutritional supplements. Accordingly, upon execution of this Agreement, Assignor shall immediately:

1. cease manufacturing or producing, and cease ordering the manufacture, production or labeling, of any products, product labels, advertisements and/or promotional materials bearing, displaying or referring to the mark "BODY SOLUTIONS";
2. cease placement of any advertisement or promotion, whether via the Internet, radio, television, print media, point of sale displays or any other media now known or hereafter developed, bearing or referring to the mark "BODY SOLUTIONS"; and
3. destroy all product labels, advertisements and/or promotional materials bearing, displaying or referring to the mark "BODY SOLUTIONS" which are in the possession or control of the Assignor, as well as any screens, molds and matrices relating thereto.

Assignor agrees that it will never challenge or contest, directly or indirectly, Assignee's right to adopt, use and/or register any mark applied for or registered by Assignee which includes the term "Body Solutions" (whether as one word or two, in block form, stylized, or in connection with a logo design), nor shall it aid, assist or otherwise encourage any third parties to do so, unless Assignee's adoption, use, and/or registration infringes, violates, or adversely affects Assignor's rights in any mark other than the mark "BODY SOLUTIONS" or a confusingly similar variation thereof.

Assignor will execute and deliver any and all additional documents reasonably requested by Assignee to effectuate this Assignment.

Date: February 20, 2000

By: [Signature]

Title: C.E.O.

STATE OF New Jersey)
) ss.:
COUNTY OF Monmouth)

On this 20 day of February 2000, before me personally appeared Coran De Regal,
to me known and known to me to be the C.E.O. of the above-named entity, who duly
acknowledged the signing of the foregoing instrument to be a voluntary act and deed, and who executed the same,
with full power and authority to do so on behalf of and with the authorization of the above-named entity, and for
the purposes therein specified.

[Signature]
Notary Public
Anthony F. Bianchiella, Esq.
Attorney at Law
State of New Jersey

TRADEMARK ASSIGNMENT

WHEREAS, SPA HEALTH CONSULTANTS, INC., a corporation organized under the laws of the State of New Jersey, having a principal place of business at 21-21 Broadway, Fairlawn, New Jersey 07410 (hereinafter "Assignor") is the owner of all right, title and interest in and to the trademark "BODY SOLUTIONS & Design", which is the subject of U.S. Registration No. 2,013,742 (the "Trademark");

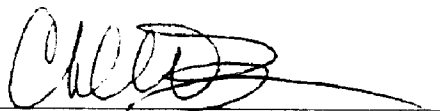
WHEREAS, MARK NUTRITIONALS, INC., a corporation organized under the laws of the State of Texas, having a principal place of business at 4234 Thousand Oaks, San Antonio, Texas 78217 (hereinafter "Assignee"), is desirous of acquiring any and all rights held by Assignor in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of its right, title and interest in and to the Trademark, together with the goodwill of the business appurtenant to and symbolized by the Trademark and including, without limitation, all common law rights in and to the Trademark and the right to recover for the past infringement of the Trademark.

Assignor is assigning the Trademark as part of that portion of the good will of the business to which the Trademark pertains as required by Section 10 of the Trademark Act (15 U.S.C. §1060).

SPA HEALTH CONSULTANTS, INC.

Date: February 17, 2000



Name:

Title: C. B. O.